JP

United States District Court
For the Eastern District of Pennsylvania

Angela Harris :
6219 Shelbourne Street :
Philadelphia, PA 19111 :
Plaintiff : 17 0602
v. :
Simons Agency, Inc. :
4963 Wintersweet Drive : Jury Trial Demanded
Liverpool, NY 13088 :
Defendant :

## COMPLAINT

1. This is an action for damages brought by an individual consumer for Defendant's violations of the Fair Debt Collection Practices Act, 15 U.S.C. 1692, et seq. (hereinafter "FDCPA").

2. Jurisdiction and venue is proper in this jurisdiction because Defendants transact business here on a regular basis.

3. Jurisdiction and venue is proper in this jurisdiction pursuant to 28 USC 1337 et. seq.

4. Plaintiff is Angela Harris, an adult individual with an address of 1139 Hemlock Farms, Hawley, PA 18428.

5. Defendants are the following persons and business entities.

a. Simons Agency, Inc., a business entity with an address including but not limited to the following, 4963 Wintersweet Drive, Liverpool, NY 13088.

b. X,Y,Z Corporations, business identities whose identities are not know to Plaintiff at this time, but which will become known upon proper discovery. It is believed and averred that such entities played a substantial role in the commission of the acts described in this complaint.

**COUNT ONE: Violation of FDCPA, 15 USC 1692e et. seq.**

**Misstatement of the Character, nature or Amount of the Debt**

6. The previous paragraphs are incorporated herein by reference.
7. At all times mentioned in this Complaint, Defendant was a "debt collector" as that term is defined by the FDCPA.
8. At all times mentioned herein, Defendant was attempting to collect on an alleged "consumer debt" against Plaintiff, as that term is defined by the FDCPA.
9. The alleged consumer debt that Defendant was trying to collect from Plaintiff was for Plaintiff's personal, household and family purposes.
10. The alleged consumer debt that Defendant was trying to collect from Plaintiff was for a furniture for Plaintiff's home and Plaintiff's family at the above captioned address.
11. Prior to the commencement of this action Defendant began servicing the account for collection purposes.
12. On or about October 6, 2016, Defendant sent Plaintiff a letter, a copy of which is attached in the exhibits to this complaint.
13. The letter indicated that there was no interest associated with the account.
14. On or about October 14, 2016, Plaintiff's attorney, Vicki Piontek, and Defendant's agent, representative or employee engaged in a telephone conversation.

15. During said telephone conversation on or about October 14, 2016, Defendant's agent, representative or employee stated that there was interest associated with the account, but did not state the amount of such interest.

16. By stating or implying in the October 6, 2016 letter that there was no interest for the account, and then stating on the telephone on or about October 14, 2016, that there was interest, Defendant stated a logical contradiction about the interest on the account.

17. By stating or implying in the October 6, 2016 letter that there was no interest for the account, and then stating on the telephone on or about October 14, 2016, that there was interest for the account. Defendant misstated the character, nature and amount of the alleged debt.

**COUNT TWO: Violation of FDCPA, 15 USC 1692e and / or 15 USC 1692f et. seq.**

**False, Deceptive, Illegal and Unconscionable Collection Activity**

18. The previous paragraphs are incorporated herein by reference.
19. At all times mentioned in this Complaint, Defendant was a "debt collector" as that term is defined by the FDCPA.
20. At all times mentioned herein, Defendant was attempting to collect on an alleged "consumer debt" against Plaintiff, as that term is defined by the FDCPA.
21. The alleged consumer debt that Defendant was trying to collect from Plaintiff was for Plaintiff's personal, household and family purposes.
22. The alleged consumer debt that Defendant was trying to collect from Plaintiff was for a furniture for Plaintiff's home and Plaintiff's family at the above captioned address.
23. Prior to the commencement of this action Defendant began servicing the account for collection purposes.
24. On or about October 6, 2016, Defendant sent Plaintiff a letter, a copy of which is attached in the exhibits to this complaint.
25. The letter indicated that there was no interest associated with the account.
26. On or about October 14, 2016, and then again on or about October 19, 2016, Plaintiff's attorney, Vicki Piontek, and Defendant's agent, representative or employee engaged in a telephone conversation.

27. During said telephone conversations on or about October 14, 2016, and then again on or about October 19, 2016, Defendant's agent(s), representative(s) or employee(s) stated that the account for the alleged debt that Plaintiff was attempting to collect from Plaintiff would continue to be reported to a credit reporting agency(ies) for 7 years from the date that Defendant first started reporting the account to the credit reporting agency(ies), even though the account was approximately two years delinquent when Defendant first began to report it to the consumer reporting agencies.

28. According to 15 USC 1681c(c) of the Fair Credit Reporting Act, a derogatory account may legally remain on a consumer's report for a period of no longer than 7.5 years from the date of the delinquency.

29. Defendant(s)' false, misleading statements and / or implications were designed to harass and intimidate Plaintiff.

30. By engaging in the above referenced activity and related activity, Defendant attempted to re-age the account to cause the account to appear longer on Plaintiff's consumer report.

31. Defendant(s)' false, misleading statements and / or implications were designed to extract payment from Plaintiff.

32. Defendant(s)' false, misleading statements and / or implications were unconscionable.

33. Defendant(s) statements were intended to harass, intimidate, confuse and deceive Plaintiff.

34. Defendant(s)' false, misleading statements and / or implications violated 15 USC 1692e and 15 1692 f of the FDCPA.

35. Defendant violated 15 USC 1692(e) by making materially false statements to Plaintiff.

36. Defendant(s) violated 15 USC 1692(f) by engaging in illegal and unconscionable debt collection practices.

37. Plaintiff's statements were not false or misleading, and Defendant did intend to report the derogatory information about the consumer accounts on Plaintiff's consumer report for 7 years from the date that Defendant(s) first began to report the accounts, then Defendant would have been engaged in illegal and unconscionable collection activity in violation of 15 USC 1692f et. seq.

## LIABILITY AND DAMAGES

38. All previous paragraphs of this complaint are incorporated by reference and made a part of this complaint.

39. Plaintiff reserves the right to pierce the corporate veil under the doctrine of under-capitalization.

40. Plaintiff reserves the right to pierce the corporate veil under the doctrine of alter ego.

41. Any mistake made by Defendant(s) would have included a mistake of law.

42. Any mistake made by Defendant(s) would not have been a reasonable or bona fide mistake.

43. Plaintiff's actual damages are $1.00 more or less, including but not limited to postage, phone calls, fax, etc. to her attorney to stop the unlawful collection activity.

44. It is believed and averred that Plaintiff is entitled to $1,000.00 statutory damages under the FDCPA 15 USC 1692k, or other amount approved by this Honorable Court.

45. Plaintiff suffered some emotional distress, confusion and anger as a result of Defendant's unlawful collection activity, with a Dollar value to be determined by this Honorable Court or other Court of competent jurisdiction.

46. For purposes of a default judgment, Plaintiff believes and avers that such distress has a Dollar value of no less than $5,000.00.

## STANDING UNDER ARTICLE 3 OF THE U.S. CONSTITUTION

47. The previous paragraphs of this Complaint are incorporated by reference and made a part of this Complaint.

48. A plaintiff invoking federal jurisdiction under Article III of the U.S. Constitution bears the burden of (1) an injury in fact, (2) fairly traceable to the challenged conduct of the defendant, and (3) likely to be redressed by a favorable judicial decision. See Spokeo v. Robbins U.S. Supreme Court Opinion of the Honorable Justice Samuel Alito, 13-1119 (2016), quoting Lujan v. Defenders of Wildlife, 504 U. S. 555 (1992).

49. The injury-in-fact requirement requires a plaintiff to show that he or she suffered "an invasion of a legally protected interest" that is "particularized" and "concrete."

50. The "particularization" requirement means that an injury must i.e., the requirement that an injury must "affect the plaintiff in a personal and individual way;" See Spokeo v. Robbins U.S. Supreme Court opinion of the Honorable Justice Samuel Alito, 13-1119 (2016), quoting Lujan v. Defenders of Wildlife, 504 U. S. 555 (1992). Particularization also means that the Plaintiff must have personally has suffered some actual or threatened injury; See Spokeo v. Robbins U.S. Supreme Court Opinion of the Honorable Justice Samuel Alito, 13-1119 (2016), quoting United States v. Richardson, 418 U. S. 166, 177 (1974).

51. "Concreteness" is quite different from particularization. Particularization is necessary to establish injury in fact, but it is not sufficient. An injury in fact must also be "concrete." and requires an injury to be "de facto," that is, to actually exist. The injury must be "real," and "not abstract." See Spokeo v. Robbins U.S. Supreme Court opinion of the Honorable Justice Samuel Alito, 13-1119 (2016).

52. A "concrete" injury need not be a measurable or "tangible" injury. "Concrete" is not, however, necessarily synonymous with "tangible." Although tangible injuries are perhaps easier to recognize, intangible injuries can nevertheless be concrete. See Spokeo v. Robbins U.S. Supreme Court opinion of the Honorable Justice Samuel Alito, 13-1119 (2016), and quoting Pleasant Grove City v. Summum, 555 U. S. 460 (2009). Also see Spokeo v. Robbins U.S. Supreme Court concurring Opinion of the Honorable Justice Clarence Thomas, 13-1119 (2016).

53. Congress can create new private causes of action to vindicate private or public rights, and can authorize private plaintiffs to sue based simply on the violation of those private rights. A Plaintiff seeking to vindicate a statutorily created private right need not allege actual harm beyond the invasion of that private right; see Spokeo v. Robbins, 13-1119 (2016), Opinion of the Honorable Justice Clarence Thomas quoting Warth v. Seldin, 422 U. S. 490, 500 (1975) and also quoting Havens Realty Corp. v. Coleman, 455 U. S. 363, 373–374 (1982).

54. Plaintiff suffered an actual concrete injury when Defendant engaged in the above referenced prohibited unlawful collection activity in violation of 15 USC 1692 et. seq.

55. Plaintiff and Plaintiff's attorney were confused and misled about the statements in the aforementioned telephone conversation.

56. Plaintiff suffered a concrete harm because Plaintiff suffered emotional distress as a result of the statements contained in the aforementioned conversation.

57. Plaintiff suffered a concrete harm because Plaintiff now lives in fear that Defendant will re-age te account in such a way that it remains on Plaintiffs consumer report / consumer file for a longer period of time than the law allows.

58. A key factor that the Court should apply in determining Defendant's actions to be a "concrete harm" is the willful nature of Defendant's conduct. Defendant's flagrant flaunting of the law of 15 USC 1692 et. seq. was willful and dangerous thus manifesting a "concrete harm" to not only the Plaintiff but other consumers deprived of statutory conferred rights, including the right to be free from false statements and improper threats to collect debts by making one or more false statements.

## ATTORNEY FEES

59. The previous paragraphs of this Complaint are incorporated by reference and made a part of this Complaint.
60. Plaintiff believes and avers that Plaintiff is entitled to reasonable attorney fees for prosecuting this action pursuant to 15 USC 1692k.
61. Plaintiff believes and avers that the reasonable value of Plaintiff's services is no less than $350.00 per hour.
62. Plaintiff believes and avers that Plaintiff's is entitled to reasonable attorney fees of $1,750.00 at a rate of $350.00 per hour which includes the following.

| | |
|---|---|
| a. Consultation with client and review of file | 1 hour |
| b. Drafting, editing, review, filing of complaint and related documents. | 2 hours |
| c. Reasonable follow up with Defense and client | 2 |
| | 5 hours |

5x $350 = $1,750.00

63. The above stated attorney fees represent work performed up and until the filing of this Complaint as well as reasonable follow up with client and Defense.
64. Plaintiff's attorney fees continue to accrue as this case progresses.

## OTHER RELIEF

65. The previous paragraphs of this Compliant are incorporated by reference and made a part of this Complaint.

66. Plaintiff requests such other relief as this court may deem just and proper.

67. Plaintiff demands a jury trial in this matter.

68. Plaintiff seeks fees and costs for prosecuting this action.

69. Plaintiff seeks such other relief as this Honorable Court deems just and proper.

Wherefore, Plaintiff prays for judgment against Defendants jointly and severally for in the amount of $7,751.00 enumerated below.

$1.00 actual damages

$1,000.00 statutory damages

$5,000 emotional distress

$1,750.00 attorney fees

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$7,751

Plaintiff also requests such other relief as this Honorable Court deems just and proper. Plaintiff demands fees and costs for prosecuting this action. Plaintiff demands a jury trial. Plaintiff requests such other relief as this Honorable Court deems just and proper.

Vicki Piontek 2-9-17

Vicki Piontek., Esquire
Attorney for Plaintiff
951 Allentown Road
Lansdale, PA 19446
877-737-8617
palaw@justice.com
Fax: 866-408-6735

Date

# EXHIBITS

Angela Harris
6219 Shelbourne Street
Philadelphia, PA 19111
215[redacted]

SIMONS AGENCY, INC.
4 9 6 3 WINTERSWEET DRIVE
LIVERPOOL, NY 13088

**Re: Angela Harris SSN [redacted] DOB [redacted]**
**Alleged Original Creditor: RAYMOUR FLANIGAN**
**Account Number [redacted]XXXX**
**Alleged Balance $2,154**

**DISPUTE**

Your company has placed derogatory information about the above referenced account on my credit report. I wish to dispute the above referenced account.

I am not disputing that this account pertains to me. But I am disputing the amount of the alleged balance which you are claiming.

Please provide me with a copy of the contract which proves the amount of the alleged balance which you are claiming. I am requesting a copy of the governing contract for the account. If you do not have a contract, then please explain why not.

Unless your provide this information to me, please remove this account from my consumer report.

Sincerely.

Angela Harris 9/21/16
Angela Harris Date

SIMON'S
— AGENCY, INC. —

ANGELA M HARRIS
6219 SHELBOURNE ST
PHILADELPHIA, PA 19111

Thursday, October 06, 2016

**Simon's File Number:** [redacted]
**Principle Amount Due:** $2,153.63
**Interest Amount Due:** $0.00
**Last Payment Date:**
**Last Payment Amount:** $0.00

We are in receipt of your letter dated 09/21/2016 regarding your dispute of account [redacted] under the Fair Debt Collection Practices Act (FDCPA) and your request for verification.

In that regard, the original creditor and owner of the account, along with their contact information is:

Name: RAYMOUR & FLANIGAN (RFC)
Address: PO BOX 130
City, State, Zip: LIVERPOOL, NY 13088

As of the date of this letter, the amount due on the account is: $2153.63

Very Truly yours,

SIMON'S AGENCY INC.

**Simon's Agency, Inc., is a debt collector and this is an action to attempt to collect a debt. Any information obtained will be used for that purpose.**

SIMON'S
— AGENCY, INC. —

ANGELA M HARRIS
6219 SHELBOURNE ST
PHILADELPHIA, PA 19111

Thursday, October 06, 2016

**Simon's File Number:** [redacted]
**Principle Amount Due:** $2,153.63
**Interest Amount Due:** $0.00
**Last Payment Date:**
**Last Payment Amount:** $0.00

We are in receipt of your letter dated 2016-09-21 regarding your dispute of account [redacted] under the Fair Credit Reporting Act (FCRA).

The original creditor and owner of the account, along with their contact information is:

Name: RAYMOUR & FLANIGAN (RFC)
Address: PO BOX 130
City, State, Zip: LIVERPOOL, NY 13088

As of the date of this letter, the amount due on the account is: $2153.63.

We have investigated your dispute and found the item is being reported as accurate. Notwithstanding, based on your communication to our office, we have notified the respective Credit Bureaus that this item is being disputed by you.

Very Truly yours,

SIMON'S AGENCY INC.

**Simon's Agency, Inc., is a debt collector and this is an action to attempt to collect a debt. Any information obtained will be used for that purpose.**

Company : RAY
Customer: [redacted]
Contract: 1

RCINQ - Revolving Customer Inquiry
Current Contract

Page : 1
Date Run: 10/06/16
Time Run: 15:01:03

Customer: HARRA91471 ANGELA HARRIS 6219 SHELBOURNE STREET
Home Ph : 267-[redacted] Business Ph: XNLE PHILADELPHIA PA 19111 Zone Code :

Contract: 1 Bill Cycle : 598 Store Code: K5 Min Pmt: 55.00 1st Pmt Dt: 12/27/10 Bad Debt Dt:

--- Transactions ---

| Invoice # | Reference | Post Date | Mop Cd / Description | Tran Type / Description | Stat | Purchase | Payment | Balance |
|---|---|---|---|---|---|---|---|---|
| 12260K5NVQJ | SOM: FROM OPEN | 12/27/10 | | DTC Dollar Transfer | P | | 1140.00- | 1140.00- |
| 12260K5NVQJ | | 12/29/10 | | SAL Sale | P | 3795.88 | | 2655.88 |
| | 01301006000 | 01/30/11 | MV CREDIT MCARD/VISA | PMT Payment | P | | 55.00- | 2600.88 |
| | 02281007508 | 02/28/11 | CK CHECK | PMT Payment | P | | 55.00- | 2545.88 |
| | 03301006000 | 03/30/11 | MV CREDIT MCARD/VISA | PMT Payment | P | | 55.00- | 2490.88 |
| | 04301006000 | 04/30/11 | MV CREDIT MCARD/VISA | PMT Payment | P | | 55.00- | 2435.88 |
| | 05281006000 | 05/28/11 | MV CREDIT MCARD/VISA | PMT Payment | P | | 55.00- | 2380.88 |
| | 07011006000 | 07/01/11 | MV CREDIT MCARD/VISA | PMT Payment | P | | 55.00- | 2325.88 |
| | 07301006000 | 07/30/11 | MV CREDIT MCARD/VISA | PMT Payment | P | | 55.00- | 2270.88 |
| | 09021006000 | 09/02/11 | MV CREDIT MCARD/VISA | PMT Payment | P | | 55.00- | 2215.88 |
| | 10011006000 | 10/01/11 | MV CREDIT MCARD/VISA | PMT Payment | P | | 55.00- | 2160.88 |
| | 10301006000 | 10/30/11 | MV CREDIT MCARD/VISA | PMT Payment | P | | 55.00- | 2105.88 |
| | 12011006000 | 12/01/11 | MV CREDIT MCARD/VISA | PMT Payment | P | | 55.00- | 2050.88 |
| | | 01/13/12 | | LC Late Charge | P | 2.75 | | 2053.63 |
| | | 02/11/12 | | LC Late Charge | P | 25.00 | | 2078.63 |
| | | 03/11/12 | | LC Late Charge | P | 25.00 | | 2103.63 |
| | 03202004501 | 03/20/12 | MV CREDIT MCARD/VISA | PMT Payment | P | | 1000.00- | 1103.63 |
| | From RAY-JACOS | 03/21/12 | | MSD Misapplied | P | 1000.00 | | 2103.63 |
| | | 05/11/12 | | LC Late Charge | P | 25.00 | | 2128.63 |
| | | 06/11/12 | | LC Late Charge | P | 25.00 | | 2153.63 |
| | WRITE OFF | 07/24/12 | | WRC Writeoff of a Debit | P | | 2153.63- | .00 |
| | | | | Contract Total: | | 4898.63 | 4898.63- | .00 |
| | | | | Customer Total: | | 7052.26 | 4898.63- | 2153.63 |

**Past Due Types / Amounts**

| | | |
|---|---|---|
| 0 | CURRENT | .00 |

**Past Due History**

| | | |
|---|---|---|
| 07/04/12 | 7 | 7 PAST DUE |
| 06/04/12 | 6 | 6 PAST DUE |
| 05/02/12 | 5 | 5 PAST DUE |
| 04/03/12 | 4 | 4 PAST DUE |
| 03/05/12 | 3 | 3 PAST DUE |
| 02/01/12 | 2 | 2 PAST DUE |
| 01/04/12 | 1 | 1 PAST DUE |
| 12/04/11 | 0 | CURRENT |
| 11/01/11 | 0 | CURRENT |
| 10/04/11 | 0 | CURRENT |
| 09/01/11 | 1 | 1 PAST DUE |
| 08/02/11 | 0 | CURRENT |
| 07/05/11 | 0 | CURRENT |
| 06/01/11 | 0 | CURRENT |
| 05/03/11 | 0 | CURRENT |
| 04/03/11 | 0 | CURRENT |
| 03/03/11 | 0 | CURRENT |
| 02/01/11 | 0 | CURRENT |
| 01/04/11 | 0 | CURRENT |

**Deviation Type History**

| | |
|---|---|
| PRO Promised A 05/07/12 | 165.00 |
| STF STOP FINAN 01/07/15 | .00 |

**Legal Action History**

**Comments**

07/25/12 CNTR:100 OPEN DT:24-JUL-12 REPORT DT: 4-12-2012 SCORE:[redacted]
05/04/12 # is jarrd53619 didnt need to change addies on accts yet

**Open To Spend**

High Credit Limit : .00
Revolving Balance : 2153.63

Angela Harris
6219 Shelbourne Street
Philadelphia, PA 19111
215-[redacted]

SIMONS AGENCY, INC.
4 9 6 3 WINTERSWEET DRIVE
LIVERPOOL, NY 13088

**Re: Angela Harris SSN [redacted] DOB [redacted]**
**Alleged Original Creditor: RAYMOUR FLANIGAN**
**Account Number [redacted]XXXX**
**Alleged Balance $2,154**

**DISPUTE**

Your company has placed derogatory information about the above referenced account on my credit report. I wish to dispute the above referenced account.

I am not disputing that this account pertains to me. But I am disputing the amount of the alleged balance which you are claiming.

Please provide me with a copy of the contract which proves the amount of the alleged balance which you are claiming. I am requesting a copy of the governing contract for the account. If you do not have a contract, then please explain why not.

Unless your provide this information to me, please remove this account from my consumer report.

Sincerely.

Angela Harris 10/11/16
Angela Harris Date

SIMON'S
— AGENCY, INC. —

ANGELA M HARRIS
6219 SHELBOURNE ST
PHILADELPHIA, PA 19111

Tuesday, November 01, 2016

**Simon's File Number:** [redacted]
**Principle Amount Due:** $2,153.63
**Interest Amount Due:** $0.00
**Last Payment Date:**
**Last Payment Amount:** $0.00

We are in receipt of your letter dated 10/11/2016 regarding your dispute of account [redacted] under the Fair Debt Collection Practices Act (FDCPA) and your request for verification.

In that regard, the original creditor and owner of the account, along with their contact information is:

Name: RAYMOUR & FLANIGAN (RFC)
Address: PO BOX 130
City, State, Zip: LIVERPOOL, NY 13088

As of the date of this letter, the amount due on the account is: $2153.63

Very Truly yours,

SIMON'S AGENCY INC.

**Simon's Agency, Inc., is a debt collector and this is an action to attempt to collect a debt. Any information obtained will be used for that purpose.**

**4963 WINTERSWEET DR. LIVERPOOL, NY 13088 PHONE: 315.454.8833**

SIMON'S
— AGENCY, INC. —

ANGELA M HARRIS
6219 SHELBOURNE ST
PHILADELPHIA, PA 19111

Tuesday, November 01, 2016

**Simon's File Number:** [redacted]
**Principle Amount Due:** $2,153.63
**Interest Amount Due:** $0.00
**Last Payment Date:**
**Last Payment Amount:** $0.00

We are in receipt of your letter dated 2016-10-11 regarding your dispute of account [redacted] under the Fair Credit Reporting Act (FCRA).

The original creditor and owner of the account, along with their contact information is:

Name: RAYMOUR & FLANIGAN (RFC)
Address: PO BOX 130
City, State, Zip: LIVERPOOL, NY 13088

As of the date of this letter, the amount due on the account is: $2153.63.

We have investigated your dispute and found the item is being reported as accurate. Notwithstanding, based on your communication to our office, we have notified the respective Credit Bureaus that this item is being disputed by you.

Very Truly yours,

SIMON'S AGENCY INC.

**Simon's Agency, Inc., is a debt collector and this is an action to attempt to collect a debt. Any information obtained will be used for that purpose.**

**4963 WINTERSWEET DR.** **LIVERPOOL, NY 13088** **PHONE: 315.454.8833**

Company : RAY
Customer: [redacted]
Contract: 1

RCINQ - Revolving Customer Inquiry
Current Contract

Page : 1
Date Run: 10/06/16
Time Run: 15:01:03

Customer: HARRA91471 ANGELA HARRIS 6219 SHELBOURNE STREET
Home Ph : 267-[redacted] Business Ph: xNLE PHILADELPHIA PA 19111 Zone Code :

Contract: 1 Bill Cycle : 598 Store Code: K5 Min Pmt: 55.00 1st Pmt Dt: 12/27/10 Bad Debt Dt:

Transactions

| Invoice # | Reference | Post Date | Mop Cd / Description | Tran Type / Description | Stat | Purchase | Payment | Balance |
|---|---|---|---|---|---|---|---|---|
| 12260K5NVQJ | SOM: FROM OPEN | 12/27/10 | | DTC Dollar Transfer | P | | 1140.00- | 1140.00- |
| 12260K5NVQJ | | 12/29/10 | | SAL Sale | P | 3795.88 | | 2655.88 |
| | 01301006000 | 01/30/11 | MV CREDIT MCARD/VISA | PMT Payment | P | | 55.00- | 2600.88 |
| | 02281007508 | 02/28/11 | CK CHECK | PMT Payment | P | | 55.00- | 2545.88 |
| | 03301006000 | 03/30/11 | MV CREDIT MCARD/VISA | PMT Payment | P | | 55.00- | 2490.88 |
| | 04301006000 | 04/30/11 | MV CREDIT MCARD/VISA | PMT Payment | P | | 55.00- | 2435.88 |
| | 05281006000 | 05/28/11 | MV CREDIT MCARD/VISA | PMT Payment | P | | 55.00- | 2380.88 |
| | 07011006000 | 07/01/11 | MV CREDIT MCARD/VISA | PMT Payment | P | | 55.00- | 2325.88 |
| | 07301006000 | 07/30/11 | MV CREDIT MCARD/VISA | PMT Payment | P | | 55.00- | 2270.88 |
| | 09021006000 | 09/02/11 | MV CREDIT MCARD/VISA | PMT Payment | P | | 55.00- | 2215.88 |
| | 10011006000 | 10/01/11 | MV CREDIT MCARD/VISA | PMT Payment | P | | 55.00- | 2160.88 |
| | 10301006000 | 10/30/11 | MV CREDIT MCARD/VISA | PMT Payment | P | | 55.00- | 2105.88 |
| | 12011006000 | 12/01/11 | MV CREDIT MCARD/VISA | PMT Payment | P | | 55.00- | 2050.88 |
| | | 01/13/12 | | LC Late Charge | P | 2.75 | | 2053.63 |
| | | 02/11/12 | | LC Late Charge | P | 25.00 | | 2078.63 |
| | | 03/11/12 | | LC Late Charge | P | 25.00 | | 2103.63 |
| | 03202004501 | 03/20/12 | MV CREDIT MCARD/VISA | PMT Payment | P | | 1000.00- | 1103.63 |
| | From RAY-JACOS | 03/21/12 | | MSD Misapplied | P | 1000.00 | | 2103.63 |
| | | 05/11/12 | | LC Late Charge | P | 25.00 | | 2128.63 |
| | | 06/11/12 | | LC Late Charge | P | 25.00 | | 2153.63 |
| | WRITE OFF | 07/24/12 | | WRC Writeoff of a Debit | P | | 2153.63- | .00 |
| | | | | Contract Total: | | 4898.63 | 4898.63- | .00 |
| | | | | Customer Total: | | 7052.26 | 4898.63- | 2153.63 |

**Past Due Types / Amounts**

0 CURRENT .00

**Past Due History**

| | | |
|---|---|---|
| 07/04/12 | 7 | 7 PAST DUE |
| 06/04/12 | 6 | 6 PAST DUE |
| 05/02/12 | 5 | 5 PAST DUE |
| 04/03/12 | 4 | 4 PAST DUE |
| 03/05/12 | 3 | 3 PAST DUE |
| 02/01/12 | 2 | 2 PAST DUE |
| 01/04/12 | 1 | 1 PAST DUE |
| 12/04/11 | 0 | CURRENT |
| 11/01/11 | 0 | CURRENT |
| 10/04/11 | 0 | CURRENT |
| 09/01/11 | 1 | 1 PAST DUE |
| 08/02/11 | 0 | CURRENT |
| 07/05/11 | 0 | CURRENT |
| 06/01/11 | 0 | CURRENT |
| 05/03/11 | 0 | CURRENT |
| 04/03/11 | 0 | CURRENT |
| 03/03/11 | 0 | CURRENT |
| 02/01/11 | 0 | CURRENT |
| 01/04/11 | 0 | CURRENT |

**Deviation Type History**

PRO Promised A 05/07/12 165.00
STF STOP FINAN 01/07/15 .00

**Legal Action History**

**Comments**

07/25/12 CNTR:100 OPEN DT:24-JUL-12 REPORT DT: 4-12-2012 SCORE[redacted]
05/04/12 # is jarrd53619 didnt need to change addies on accts yet

**Open To Spend**

High Credit Limit : .00
Revolving Balance : 2153.63